

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM533342

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER AND CHANGE OF NAME		
EFFECTIVE DATE:	10/04/2015		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
nContact Surgical, Inc.		10/04/2015	Corporation:
NEWLY MERGED ENTITY DATA			
Name	Execution Date	Entity Type	
AtriCure, Inc.	10/04/2015	Corporation:	
MERGED ENTITY'S NEW NAME (RECEIVING PARTY)			
Name:	AtriCure, Inc.		
Street Address:	7555 Innovation Way		
City:	Mason		
State/Country:	OHIO		
Postal Code:	45040		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5177042	NCONTACT	
Registration Number:	3655149	NCONTACT SURGICAL	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	uspto@dortonwillis.com		
Correspondent Name:	Dorton & Willis LLP		
Address Line 1:	10260 Alliance Road, Suite 210		
Address Line 4:	Cincinnati, OHIO 45242		
NAME OF SUBMITTER:	Jennifer Faigle		
SIGNATURE:	/Jennifer Faigle/		
DATE SIGNED:	07/24/2019		
Total Attachments: 13			

OP \$65.00 5177042

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MERGER AGREEMENT

among

nCONTACT SURGICAL, INC.,

ATRICURE, INC.,

PORTAL MERGER SUB, INC.,

SECOND PORTAL MERGER SUB, LLC

and

**WRYP STOCKHOLDER SERVICES, LLC,
AS REPRESENTATIVE**

dated as of

October 4, 2015

MERGER AGREEMENT

This Merger Agreement (this "**Agreement**"), dated as of October 4, 2015 (the "**Agreement Date**"), is entered into among nCONTACT SURGICAL, INC., a Delaware corporation ("**Company**"), ATRICURE, INC., a Delaware corporation ("**Parent**"), PORTAL MERGER SUB, INC., a Delaware corporation and wholly-owned Subsidiary of Parent ("**Merger Sub**"), SECOND PORTAL MERGER SUB, LLC, a Delaware limited liability company and wholly-owned Subsidiary of Parent ("**Second Merger Sub**") and, solely in its capacity as representative of the Company Equityholders, WRYP Stockholder Services, LLC, a North Carolina limited liability company (the "**Representative**"). Capitalized terms used herein (including in the immediately preceding sentence) and not otherwise defined herein shall have the meanings set forth in Article 9 hereof.

RECITALS

A. The Board of Directors of Parent, Company and Merger Sub believe it is in the best interests of their respective companies for Company and Merger Sub to combine into a single company through the statutory merger of Merger Sub, a direct wholly-owned subsidiary of Parent, with and into Company, with Company surviving the merger (the "**Merger**"), upon the terms and conditions set forth in this Agreement;

B. Immediately following the Merger, the Initial Surviving Corporation (as defined in Section 1.1) will merge (the "**Second Merger**"), and together with the Merger, the "**Mergers**") with and into Second Merger Sub in accordance with the terms and conditions of that certain Merger Agreement in the form attached hereto as Exhibit A;

Section 3.12 Intellectual Property.

(a) **“Intellectual Property”** means all of the following and similar intangible property and related proprietary rights, interests and protections, however arising, pursuant to the Laws of any jurisdiction throughout the world, including such property that is owned by Company (**“Company Intellectual Property”**) and that in which Company holds exclusive or non-exclusive rights or interests granted by license from other Persons (**“Licensed Intellectual Property”**):

- (i) trademarks, service marks, trade names, brand names, logos, trade dress and other proprietary indicia of goods and services, whether registered or unregistered, and all registrations and applications for registration of such trademarks, including intent-to-use applications, all issuances, extensions and renewals of such registrations and applications and the goodwill connected with the use of and symbolized by any of the foregoing;
- (ii) internet domain names, whether or not trademarks, registered in any top-level domain by any authorized private registrar or Governmental Authority;
- (iii) original works of authorship in any medium of expression, whether or not published, all copyrights (whether registered or unregistered), all registrations and applications for registration of such copyrights, and all issuances, extensions and renewals of such registrations and applications;
- (iv) confidential information, formulas, designs, devices, technology, know-how, research and development, inventions, methods, processes, compositions and other trade secrets, whether or not patentable; and
- (v) patented and patentable designs and inventions, all design, plant and utility patents and applications, letters patent, utility models, inventor’s certificates, and provisional applications and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals of such patents and applications, including the right to claim priority to such patents and applications, and the right to file such patents and applications under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

COMPANY:

nCONTACT SURGICAL, INC.

By Bruce J. Brumfield, Jr.
Name: Bruce J. Brumfield, Jr.
Title: Chief Executive Officer

PARENT:

ATRICURE, INC.

By _____
Name: Michael H. Carrel
Title: President and Chief Executive Officer

MERGER SUB:

PORTAL MERGER SUB, INC.

By _____
Name: Michael H. Carrel
Title: President and Chief Executive Officer

SECOND MERGER SUB:

SECOND PORTAL MERGER SUB, LLC

By _____
Name: Michael H. Carrel
Title: President and Chief Executive Officer

REPRESENTATIVE:

WRYP Stockholder Services, LLC, solely in its capacity as the Representative

By _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

COMPANY:

nCONTACT SURGICAL, INC.

By _____
Name: Bruce J. Brumfield, Jr.
Title: Chief Executive Officer

PARENT:

ATRICURE, INC.

By Michael H. Carrel
Name: Michael H. Carrel
Title: President and Chief Executive Officer

MERGER SUB:

PORTAL MERGER SUB, INC.

By Michael H. Carrel
Name: Michael H. Carrel
Title: President and Chief Executive Officer

SECOND MERGER SUB:

SECOND PORTAL MERGER SUB, LLC

By Michael H. Carrel
Name: Michael H. Carrel
Title: President and Chief Executive Officer

REPRESENTATIVE:

WRYP Stockholder Services, LLC, solely in its capacity as the Representative

By _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

COMPANY:

CONTACT SURGICAL, INC.

By _____

Name: Bruce J. Brumfield, Jr.

Title: Chief Executive Officer

PARENT:

ATRICURE, INC.

By _____

Name: Michael H. Carrel

Title: President and Chief Executive Officer

MERGER SUB:

PORTAL MERGER SUB, INC.

By _____

Name: Michael H. Carrel

Title: President and Chief Executive Officer

SECOND MERGER SUB:

SECOND PORTAL MERGER SUB, LLC

By _____

Name: Michael H. Carrel

Title: President and Chief Executive Officer

REPRESENTATIVE:

WRYP STOCKHOLDER SERVICES, LLC, solely
in its capacity as the Representative

By  _____

Name: LARRY E. ROBBINS

Title: MANAGER

TRADEMARK

REEL: 006705 FRAME: 0267

Exhibit A

Form of Second Merger Agreement

AGREEMENT AND PLAN OF MERGER

of

nCONTACT SURGICAL, INC.,

a Delaware corporation,

with and into

SECOND PORTAL MERGER SUB, LLC,

a Delaware limited liability company

This Agreement and Plan of Merger is entered into effective as of October [30], 2015 (this "**Agreement**"), by and between nCONTACT SURGICAL, INC., a Delaware corporation ("**Company**"), and SECOND PORTAL MERGER SUB, LLC, a Delaware limited liability company ("**Second Merger Sub**").

RECITALS

A. Pursuant to the Merger Agreement dated as of October 4, 2015 (the "**First Merger Agreement**"), by and among Company, Second Merger Sub, Portal Merger Sub, LLC, a Delaware limited liability company ("**Predecessor**"), AtriCure, Inc., a Delaware corporation, and WRYP Stockholder Services, LLC, a North Carolina limited liability company, as Representative, immediately prior to the Effective Time (as defined below), Predecessor merged with and into Company, with Company continuing as the surviving corporation (the "**First Merger**");

**STATE OF DELAWARE
CERTIFICATE OF AMENDMENT**

1. Name of Limited Liability Company: _____
Second Portal Merger Sub, LLC

2. The Certificate of Formation of the limited liability company is hereby amended
as follows:

First. The name of the limited liability company is nContact Surgical, LLC

IN WITNESS WHEREOF, the undersigned have executed this Certificate on
the 14th day of October, A.D. 2015.

By: F. Mark Rauter
Authorized Person(s)

Name: F. Mark Rauter
Print or Type

ASSIGNMENT

WHEREAS, nContact Surgical, LLC, a company having a business address of 7555 Innovation Way in Mason, Ohio, 45040 (hereinafter referred to as the "Assignor") is the owner of the entire right, title and interest in and to certain intellectual property, at least a portion of this intellectual property is identified in the tables below, all of which is hereinafter collectively referred to as the "IP";


U.S. Patents		
Patents	Title	Filing Date
6,893,442	Vacuum Coagulation Probe for Atrial Fibrillation Treatment	June 14, 2002
7,063,698	Vacuum Coagulation Probes	April 29, 2003
7,410,487	Vacuum Coagulation Probe for Atrial Fibrillation Treatment	March 30, 2005
7,572,257	Vacuum Coagulation and Dissection Probes	August 18, 2005
7,758,578	Methods of Coagulating Tissue	May 12, 2006
7,780,661	Vacuum Coagulation Probes	May 12, 2006
7,803,155	Vacuum Coagulation Probes	May 23, 2006
7,931,578	Methods and System for Tissue Cavity Closure	June 17, 2005
8,034,053	Vacuum Coagulation and Dissection Probes	June 16, 2009
8,211,011	Diaphragm Entry for Posterior Surgical Access	November 9, 2006
8,235,990	Vacuum Coagulation Probes	April 19, 2007
8,241,273	Method and Devices for Coagulation of Tissue	January 11, 2010
8,267,951	Dissecting Cannula and Methods of Use Thereof	July 16, 2008
8,465,479	Method and Devices for Performing Biatrial Coagulation	January 11, 2010
8,454,598	Vacuum Coagulation Probes	February 3, 2012
8,721,597	Diaphragm Entry for Posterior Surgical Access	November 9, 2006
8,858,552	Vacuum Coagulation Probes	August 6, 2010
8,858,528	Articulating Cannula Access Device	April 23, 2008
8,888,766	Method And Devices For Performing Biatrial Coagulation	June 10, 2013
8,992,557	Dissecting Cannula And Methods Of Use Thereof	August 16, 2012
8,998,900	Vacuum Coagulation Probes	April 21, 2006

U.S. Patent Applications		
Application	Title	Filing Date
11/408,307	Diaphragm Entry For Posterior Surgical Access	April 21, 2006
11/408,315	Diaphragm Entry For Posterior Surgical Access	April 21, 2006
11/558,420	Vacuum Coagulation Probes	November 9, 2006
11/558,423	Vacuum Coagulation Probes	November 9, 2006
11/737,493	Diaphragm Entry For Posterior Surgical Access	April 19, 2007
12/135,010	Vacuum Coagulation Probe For Atrial Fibrillation Treatment	June 6, 2008
12/821,067	Methods Of Coagulating Tissue	June 22, 2010
13/104,848	Vacuum Coagulation Probes	May 10, 2011
13/107,747	Subxyphoid Epicardial Ablation	May 13, 2011
13/270,067	Vacuum Coagulation & Dissection Probes	October 10, 2011
13/491,402	Diaphragm Entry For Posterior Surgical Access	June 7, 2012
13/541,580	Method And Devices For Coagulation Of Tissue	July 3, 2012
13/905,696	Vacuum Coagulation Probes	May 30, 2013
14/275,589	Diaphragm Entry For Posterior Surgical Access	May 12, 2014
14/509,789	Articulating Cannula Access Device	October 8, 2014
14/605,790	Methods To Prevent Stress Remodeling Of Atrial Tissue	January 26, 2015
14/634,608	Vacuum Coagulation Probes	February 27, 2015
14/668,479	Dissecting Cannula And Methods Of Use Thereof	March 25, 2015
14/707,907	Methods Of Coagulating Tissue	May 8, 2015
11/155,305	System For Tissue Cavity Closure	June 17, 2005
14/864,697	Subxyphoid Epicardial Ablation	September 24, 2015
62/198,585	Ablation Devices And Methods Of Use	July 29, 2015
60/580,890	System For Tissue Cavity Closure	June 18, 2004
60/726,342	Diaphragm Entry For Posterior Access Surgical Procedures	October 12, 2005
61/061,101	Minimally Invasive Ablation Pattern and Dissecting Cannula	June 12, 2008
61/061,558	Minimally Invasive Ablation Pattern and Dissecting Cannula	June 13, 2008
61/143,688	Minimally Invasive Lesion Pattern and Dissecting Instruments Utilizing Endocardial and Epicardial Lesions	January 9, 2009
61/332,814	Vacuum Coagulation Probes	May 10, 2010
61/334,499	Subxyphoid Epicardial Ablation	May 13, 2010
61/334,519	Methods of Perfusion and Irrigation in the Pericardial Space	May 13, 2010
61/931,469	Methods to Prevent Stress Remodeling of Tissue	January 24, 2014

U.S. PCT Applications		
Application	Title	Filing Date
PCT/US2006/015268	Diaphragm Entry For Posterior Surgical Access	April 21, 2006
PCT/US2006/060749	Diaphragm Entry For Posterior Surgical Access	November 9, 2006
PCT/US2006/015009	Vacuum Coagulation Probes	April 21, 2006
PCT/US2006/060753	Vacuum Coagulation Probes	November 9, 2006
PCT/US2009/046780	Dissecting Cannula and Methods of Use Thereof	June 9, 2009
PCT/US2009/040981	Articulating Cannula Access Device	April 17, 2009

International Patents		
Patents	Title	Filing Date
JP 5054116	Vacuum Coagulation Probes	November 9, 2006
JP 5256206	Diaphragm Entry for Posterior Surgical Access	November 9, 2006
JP 5320065	Vacuum Coagulation Probes	April 21, 2006

International Patent Applications			
Application	Jurisdiction	Title	Filing Date
06751099.0	European Patent Office	Diaphragm Entry For Posterior Surgical Access	April 21, 2006
06839809.8	European Patent Office	Diaphragm Entry For Posterior Surgical Access	November 9, 2006
3609/DELNP/2009	India	Diaphragm Entry For Posterior Surgical Access	November 9, 2006
2013-39943	Japan	Diaphragm Entry For Posterior Surgical Access	November 9, 2006
14156217.3	European Patent	Vacuum Coagulation Probes	April 21, 2006
1353/DELNP/2008	India	Vacuum Coagulation Probes	April 21, 2006
06846269.6	European Patent	Vacuum Coagulation Probes	November 9, 2006
3610/DELNP/2009	India	Vacuum Coagulation Probes	November 9, 2006
09763463.8	European Patent	Dissecting Cannula And Methods Of Use Thereof	June 9, 2009
09734553.2	European Patent	Articulating Cannula Access Device	April 17, 2009
06758459.9	European Patent	Vacuum Coagulation Probes	April 21, 2006

U.S. Trademarks		
Serial No.	Mark	Status
77/528,479	Numeris®	Registered
77/084,259	VisiTrax®	Registered
77/061,866	nContact Surgical®	Registered
77/061,874	nContact an Integrated Solution 	Registered
86/298,106	SUBTLE®	Registered
85/245,168	EPI-Sense®	Registered
86/645,892	nContact	Pending
86/645,975	nContact Logo	Pending
86/646,058	nContact Logo with "Rethink Ablation"	Pending
77/061,843	CardioTrax	Abandoned
77/061,858	CardioRail	Abandoned
77/061,877	Ex-Maze	Abandoned
77/111,944	HEALTHTRAK	Abandoned
77/528,467	Paracardioscopic	Abandoned
85/180,487	SUBTLE	Abandoned

WHEREAS, Assignor acquired all of the IP of nContact Surgical, Inc. including, but not necessarily limited to, all the patent and trademark rights, rights of enforcement, contractual participation obligations of named inventors, and related goodwill from a "Merger Agreement" between the Assignor and nContact Surgical, Inc. with an effective date of October 4, 2015; and

WHEREAS, AtriCure, Inc., a corporation organized and existing under the laws of the State of Delaware, having its principal place of business at 7555 Innovation Way in Mason, Ohio, 45040 (hereinafter referred to as the "Assignee"), is to acquire the entire right, title and interest in and to said IP;

NOW, THEREFORE, in consideration of the sum of ONE DOLLAR (\$1.00) in hand paid, and for other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, Assignor does hereby assign, sell, transfer and set over unto Assignee, its successors and assigns, the full, entire and exclusive right, title and interest in and to said IP and any national and/or regional phase applications, divisions, continuations and continuations-in-part thereof which have been or may be filed, and in and to any patents, trademarks (including goodwill), copyrights, or reissues, renewals, reexaminations or extensions thereof which may be granted on said applications, and in and to any patent, trademark, and copyright application which may be filed in the United States of America or in countries foreign to the United States of America and any patents, trademarks, and copyrights granted thereon, and all patent, trademark, and copyright applications for which priority has been or is subsequently claimed to said IP; all of said IP and patents, trademarks, and copyrights to be held and enjoyed by Assignee, and its successors or assigns, to the full end of the term or terms for which said patents, trademarks, and copyrights may be granted, as fully and entirely as the same would have been held by Assignor had this assignment not been made.

Assignor hereby authorizes and requests the Patent and Trademark Office and Library of Congress officials in the United States of America and counterpart officials of any and all foreign countries to issue any and all of said patents, trademarks, and copyrights, when granted, to Assignee.

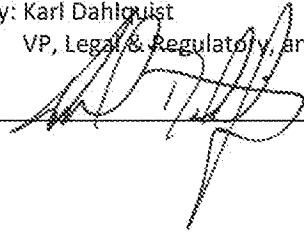
Further, Assignor assigns, sells, and transfers the benefit of any and all contractual participation obligations of named inventors owed to Assignor relating to the IP, and Assignor agrees to execute all papers and to give such lawful testimony and to perform such other lawful acts as Assignee, its successors and assigns may require to enable it or them to procure patents, trademarks, and copyrights, or reissues, reexaminations or extensions thereof in the United States of America and/or in any foreign country without further expense to Assignee.

Executed this 8th day of March, 2016.

nContact Surgical, LLC, Assignor

Executed by: Karl Dahlquist
VP, Legal & Regulatory, and Chief Compliance Officer

Signature: _____



STATE OF Ohio)

COUNTY OF Warren)

ss:

Before me, the undersigned, a Notary Public in and for said County and State, this day personally appeared Karl Dahlquist personally known to me, who acknowledged the execution of the foregoing instrument as his free act and deed.

Rebecca Stadefeld
Notary Public

My Commission Expires:
2-20-2019

County of Residence: Hamilton



Rebecca Stadefeld
Notary Public, State of Ohio
My Commission Expires 02-20-2019